

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Applicant: Han-gyoo Kim	Con. No.: 5407
App. No.: 10/829,399	Art Unit: 2153
Filed: April 22, 2004	Examiner: Not Yet Assigned
Title: SCALABLE SERVER ARCHITECTURE BASED ON ASYMMETRIC 3-WAY TCP	

**REVOCATION OF PREVIOUS POWERS OF ATTORNEY
AND POWER OF ATTORNEY BY ASSIGNEE AND
SUBMISSION UNDER 37 C.F.R. 3.71 & 3.73(b)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

As an officer of XiMeta Technology, Inc. ("assignee"), a British Virgin Islands corporation, I hereby certify that I am a representative authorized and empowered to sign on behalf of the Assignee and that to the best of my knowledge and belief, Assignee is the assignee of the entire right, title and interest in and to the above-referenced patent application by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application identified above,
☐ 1. a copy of which is attached; or
☐ 2. which is recorded in the U.S. Patent and Trademark Office at Reel ____, Frame ____, a copy of which is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:
- From: Han-gyoo Kim To: XiMeta, Inc.
The document was recorded in the U.S. Patent and Trademark Office at Reel ____, Frame ____, or a copy of which is attached.
 - From: XiMeta, Inc. To: XiMeta Technology, Inc.
The document was recorded in the U.S. Patent and Trademark Office at Reel ____, Frame ____, or a copy of which is attached.

I have reviewed the assignment document that evidences the placement of title in the Assignee, a true and accurate copy of which is attached hereto, and I understand and believe that this assignment document will be or has been submitted for recordation in the U.S. Patent and Trademark Office.

Assignee hereby revokes all previous powers of attorney associated with the above-referenced patent application and appoints on its behalf the practitioners associated with the USPTO Customer Number provided below to prosecute this patent application and to transact all business in the U.S. Patent and Trademark Office connected therewith:

USPTO Customer No. 20686
DORSEY & WHITNEY LLP

Pursuant to 37 C.F.R. § 3.71, Assignee hereby states that prosecution of the above-referenced application be conducted to the exclusion of the inventor(s).

Send all correspondence relating to this application to:

DORSEY & WHITNEY LLP
370 17th Street, Suite 4700
Denver, Colorado 80202

USPTO Customer No. 20686


Direct all telephone calls to S. Craig Hemenway at (303) 352-1124.

The undersigned hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the patent application or any patent issuing thereon.

Signed this 9 day of June, 2006.

ASSIGNEE:

XiMeta Technology, Inc.

By 
Name: HAN-6400 KM
Title: Chairman
Address: 5 Columbus Center
Road Town, Tortola
British Virgin Islands

ASSIGNMENT

Whereas, NetKingCall, Co., Ltd., a corporation organized and existing under the laws of the country/state of Republic of Korea, whose postal/ business address is Jeh-il Bldg., 1206, Gongduk-dong 256-13, Mapo-ku, Seoul, 121-020 Korea, (hereinafter termed "Assignor") owns by assignment U.S. Patent 10/829,399, entitled Scalable Server Architecture Based on Asymmetric 3-Way TCP, filed executed on April 22, 2004, and is now the sole owner of said application; and

Whereas, XIMETA, Inc., a corporation having its principal place of business at 15251 Alton Parkway, Irvine, California 92620, (hereinafter termed "Assignee") is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Assignor hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignor has executed and delivered this instrument to Assignee this 5 day of August, 2004, at and in the City of Irvine, County of Orange, State of California

ASSIGNOR
NetKingCall, Co., Ltd.

Date: 8/5/2004

By: Kim Gyoo

Print Name: Kim, Han-gyoo

Title: CEO

County of orange)
State of California) SS.

On 8/5/04, before me, a Notary Public, personally appeared Han gyoo Kim, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature

(Seal)



ASSIGNMENT

WHEREAS, XiMeta, Inc., a corporation organized and existing under the laws of the State of California, and having its principal place of business at 15251 Alton Parkway, Irvine, California 92620 (hereinafter the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Scalable Server Architecture Based on Asymmetric 3-Way TCP," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 10/829,399, filed on April 22, 2004 (the "Utility Application") with attorney docket no. 34255/US/2; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, XiMeta Technology, Inc., a British Virgin Islands corporation, having its principal place of business at Nerine Chambers, 5 Columbus Centre, Road Town, Tortola, British Virgin Islands (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute

confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

IN TESTIMONY WHEREOF, the Assignor, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

XiMeta, Inc.

Date: June 9, 2006 By: [Signature]
 Name: HAN-GYOO KIM
 Title: CEO

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared _____, the above-mentioned representative of the Assignor, XiMeta, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(S E A L)

 Notary Public

My commission expires: _____.

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

XiMeta Technology, Inc.

Date: June 9, 2006 By: [Signature]
Name: HAN-SYOO KIM
Title: Chairman

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2006, before me a Notary Public in and for said county, personally appeared _____, the above-mentioned representative of the Assignee, XiMeta Technology, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(S E A L)

Notary Public

My commission expires: _____.